

AGREEMENT TO SERVE IN THE SELECTED RESERVE FOR TRICARE RESERVE SELECT

In accordance with the Privacy Act of 1974 (Public Law 93-579), this notice informs you of the purpose of the form and how it will be used. Please read it carefully.

AUTHORITY: 10 U.S.C. 1076d; E.O. 9397 (SSN).

PRINCIPAL PURPOSE: Information provided on this form will record eligible Reserve component member's agreement to serve for a period of obligated service in the Selected Reserve for the TRICARE Reserve Select (TRS) Program.

ROUTINE USE(S): Information may be released to appropriate agencies in the Department of Defense and the Department of Homeland Security to substantiate eligibility agreement. The "Blanket Routine Uses" set forth at the beginning of OSD's compilation of system of records notices apply.

DISCLOSURE: Voluntary; however, failure to provide personal information will preclude processing of the "Agreement to Serve in the Selected Reserve for TRICARE Reserve Select" document which will preclude eligible participants from enrolling.

1. SERVICE MEMBER DATA

a. NAME (Last, First, Middle Initial)	b. SSN	c. WHOLE YEARS OF AGREED SERVICE IN SELECTED RESERVE FOR TRICARE RESERVE SELECT PROGRAM:	
	d. RESERVE COMPONENT (Directions in Note 8)	e. TRS EFFECTIVE DATE (YYYY,MM,DD)	

2. CONTINGENCY DATA

a. NAME OF CONTINGENCY SUBSTANTIATING TRS ELIGIBILITY	b. ACTIVE DUTY START DATE (YYYY,MM,DD)	b. ACTIVE DUTY STOP DATE (YYYY,MM,DD)
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3. BASIC ELIGIBILITY CRITERIA.

I meet the eligibility criteria for the TRICARE Reserve Select authorized in section 1076d of title 10, United States Code as follows:

- I am a Reserve component member, or a former member, and have, voluntarily or involuntarily, served in support of a named contingency on or after September 11, 2001; and
 - I served continuously on active duty for 90 or more days. Each 90 day period establishes one year of eligibility for TRICARE Reserve Select; or
 - I have served less than 90 continuous active duty days because of an injury, illness, or disease incurred or aggravated while deployed. This period of time establishes one year of eligibility for TRICARE Reserve Select.
- If released from active duty on or after April 27, 2005, I am executing this agreement before I leave active duty, or I separately agreed to serve continuously in the Selected Reserve prior to leaving active duty. My TRICARE Reserve Select effective date will be the first day following the date my health coverage under the Transition Assistance Management Program (TAMP) ends.
- If released from active duty on or before April 26, 2005, I am executing this agreement no later than October 28, 2005. I agree to continuously serve in the Selected Reserve. My TRICARE Reserve Select effective date will be the later of:
 - The expiration of the Transition Assistance Management Program (TAMP); or
 - The date the Service executes acceptance of my "Agreement to Serve in the Selected Reserve for TRICARE Reserve Select"; or
 - April 26, 2005.
- If my family and I become eligible for any other non-premium based TRICARE benefit (which includes any period of early TRICARE coverage based on delayed effective date orders and TAMP):
 - My coverage will be superseded by the other non-premium based TRICARE benefits but the TRS eligibility period will continue to run.
 - Upon termination of my other TRICARE benefit, TRICARE Reserve Select coverage will resume if my eligibility has not been terminated.
- As a result of qualifying through another period of active duty in support of a contingency operation, a new period of eligibility may be established.

4. AGREEMENT TO OBLIGATED PERIOD OF SERVICE (In accordance with sections 1076d(a)(2) and 1076d(b)(2)(A) of title 10, United States Code).

- I sign this agreement to serve in the Selected Reserve for the number of whole years specified in paragraph 1.c.
- I am/will be a member of the Selected Reserve upon the effective date of my TRICARE Reserve Select coverage.
- My obligated period of service in the Selected Reserve begins on my first day of TRICARE Reserve Select coverage.
- ENLISTED:
 - This document serves as the agreement that before my current contract ends I will extend or re-enlist, as necessary, for continued service in the Selected Reserve. I understand any extension or re-enlistment is subject to acceptance by the government.
 - If I fail to extend or re-enlist as agreed, my TRICARE Reserve Select coverage will be terminated.

5. RELATIONSHIP TO OTHER SERVICE AGREEMENTS (In accordance with section 1076d(e) of title 10, United States Code).

This service agreement required of a Reserve component member under section 1076d(a)(2) of title 10, United States Code is separate from any other form of commitment of the member to a period of obligated service in that Reserve component and may cover any part or all of the same period that is covered by another commitment of the member to a period of obligated service in that Reserve component.

6. SATISFACTORY PARTICIPATION.

My basic eligibility for the TRICARE Reserve Select program depends upon continuous service in the Selected Reserve for the number of whole years agreed to in paragraph 1.c. My agreement will run concurrent with any other service obligation.

- The government's signing of this form does not guarantee a Selected Reserve status for the number of years agreed to in paragraph 1.c.
- The period of obligated service will begin on the effective date of my TRICARE Reserve Select coverage.

7. TERMINATION.

Regarding TRICARE Reserve Select termination:

- TRICARE Reserve Select coverage will be terminated upon any break in Selected Reserve status greater than a day.
- Upon completion of my years of service as identified in paragraph 1.c. my TRICARE Reserve Select coverage will terminate.
- My TRICARE Reserve Select coverage will be terminated if I do not make monthly premium payments in a timely manner as determined by the Assistant Secretary of Defense for Health Affairs.
- When enrollment is terminated, I may not re-enroll unless recalled to active duty and I qualify for a new period of eligibility.
- If I decline or I take coverage less than the maximum period of eligibility, coverage may not be initiated later, nor may any period of eligibility be extended at a later date.

8. UNDERSTANDING.

I have read and understand each of the statements on this form and acknowledge that they are intended to constitute official notice and certification of my agreement to serve in the Selected Reserve for eligibility in TRICARE Reserve Select. I understand that this agreement does not take precedence over forced attrition due to total force management decisions. I certify that to the best of my knowledge, the above information is true and correct.

a. SERVICE MEMBER (1) TYPED NAME (Last, First, Middle Initial)	(2) GRADE	(3) SIGNATURE	(4) DATE SIGNED
b. COMMANDING OFFICER OR DESIGNEE (1) TYPED NAME (Last, First, Middle Initial)	(2) GRADE	(3) SIGNATURE	(4) DATE SIGNED

NOTES

This TRICARE Reserve Select (TRS) Program form is to be submitted in one copy. The document's entries must be typed or printed if not pre-filled from a Reserve component (RC) supporting database. The program's overview is:

This DoD policy guidance implements the **TRICARE Reserve Select Program** for certain Reserve component members and their families as established by **section 1076d of title 10, United States Code**, which was enacted by **section 701 of the Ronald W. Reagan National Defense Authorization Act for Fiscal Year 2005**.

1. TRICARE Reserve Select: TRS is a premium-based TRICARE health plan offered for purchase to certain Reserve component members who served continuously or serve continuously on active duty for at least 90 days in support of a contingency operation during a period beginning on or after September 11, 2001. TRS offers coverage similar to TRICARE Standard and TRICARE Extra. Active duty family member deductibles and cost shares apply to TRS members and their covered family members.

- a. Eligible Reserve Component members may purchase TRS member-only or TRS member and family medical coverage.
- b. The Secretaries of the Military Departments shall take action as necessary to ensure, to the maximum extent practicable, that members of their Reserve components eligible to enter into the TRS benefit program, as described in paragraph 2. below, receive information on (1) the procedures for entering into an agreement to serve in the Selected Reserve as a condition of eligibility for TRS health care coverage and (2) a clear explanation of the benefits provided under the TRS plan.

2. Eligibility: A member of a Reserve component is eligible to purchase TRS coverage if he or she was called or ordered to active duty for a period of more than 30 days on or after September 11, 2001, in support of a contingency operation as defined in section 101(a)(13)(B) of title 10, United States Code, and served continuously on active duty, voluntarily or involuntarily, for 90 days or more under that call or order to active duty. The Reserve component member and immediate family members (current spouse and children) are eligible for one whole year of TRS for each 90-day period of continuous active duty under such call or order to active duty. Reserve component members who would have otherwise been eligible to purchase TRS coverage, but served less than 90 continuous days due to an injury, illness or disease incurred or aggravated while deployed in the line of duty are eligible to purchase one whole year of TRS coverage.

- a. The Reserve component member shall enter into an agreement with his or her Reserve Component to serve in the Selected Reserve for the number of whole years that he or she wishes to participate in TRS up to a maximum of one whole year for each 90 days of qualifying service. This agreement must be entered into within the time period specified in paragraph 3., below.
- b. A former Reserve component member who served continuously on active duty for at least 90 days in support of a contingency operation and was discharged on or before April 26, 2005, following his or her qualifying period of active duty is eligible to execute an agreement to serve in the Selected Reserve, as described in paragraph 3.b., for the number of whole years that he or she wishes to participate in TRS up to a maximum of one whole year for each 90 days of qualifying service.
- c. A Reserve component member, or former member as described in paragraph 2.a. or 2.b., shall be in a Selected Reserve status on the first day of coverage for TRS.
- d. The Service is responsible for determining the service member's eligibility for TRS, the period of Selected Reserve obligation, and the maximum period of coverage for TRS. The Service shall submit TRS eligibility information to the Defense Enrollment Eligibility Reporting System (DEERS). The Service shall use the Defense Manpower Data Center (DMDC) web application for input of eligibility. After October 28, 2005, batch reporting will be evaluated for input of TRS eligibility data.

3. Agreement to Obligated Period of Service: (In accordance with section 1076d(a)(2) of title 10, United States Code)

- a. For members who separate from qualifying active duty service after April 26, 2005, who wish to purchase TRS coverage:
 1. On or before the date of release from active duty, the member must enter into an agreement to serve continuously in the Selected Reserve for a period of one or more whole years for which the member may elect TRS coverage; the Service shall provide each eligible Reserve component member an opportunity to enter into such agreement, and,
 2. The member and the Reserve component should execute the DD Form 2895, "Agreement to Serve in the Selected Reserve for TRICARE Reserve Select", before release from active duty. If this was not feasible the member must otherwise enter into an agreement, as specified in 3.a.1., on or before the date of release from active duty, and then execute DD Form 2895 not later than 120 days after release from the qualifying active duty service.
- b. In order for members who separated from qualifying active duty service on or before April 26, 2005, to purchase TRS coverage, the member and the Reserve component must execute the DD Form 2895, "Agreement to Serve in the Selected Reserve for TRICARE Reserve Select", not later than October 28, 2005.
- c. A member of the Individual Ready Reserve who entered into an agreement as described in paragraph 3.a.1., above, and within 120 days following a period of active duty (during the Transitional Assistance Management Program (TAMP) period) in support of a contingency operation, executes an agreement to serve in the Selected Reserve, as described in paragraph 3.a.2., above, can qualify for TRS coverage provided the member is actually serving in the Selected Reserve on the date TRS coverage is to start.
- d. A member of a Reserve component must meet the qualifications for continued service in the Selected Reserve as determined by the member's Reserve component. An executed agreement, as specified in either paragraph 3.a.2., or 3.b., above, does not guarantee Selected Reserve status for the full period of time covered by the agreement.

3. Agreement to Obligated Period of Service (Continued)

- e. The obligated period of service in the Selected Reserve begins on the first day of TRS coverage.
- f. Failure to enter into an agreement as specified in paragraph 3.a.1., or failure to execute the DD Form 2895 as specified in paragraph 3.a.2. or 3.b., above, will result in a member's ineligibility for TRS coverage based upon the current qualifying period of active duty service.
- g. If coverage is taken for a period less than the maximum period of eligibility, the period of coverage cannot be extended at a later time.

4. Relationship to Other Service Agreements: The DD Form 2895 service agreement, which fully documents the member's agreement to serve continuously in the Selected Reserve made prior to leaving active duty, required of a Reserve component member under section 1076d(a)(2) of title 10, United States Code, is separate from any other form of commitment to a period of obligated service and may cover any part or all of the same period that is covered by another commitment of obligated service. The agreement to serve in the Selected Reserve, as described under paragraph 3.a. and 3.b., above, is separate from and will run concurrent with any other service commitment.

5. Period of Coverage: The earliest effective date of coverage for TRS is April 26, 2005.

- a. For Reserve component members released from active duty after April 26, 2005, the period of coverage will begin on the first day following the date their TAMP period ends.
- b. For Reserve component members released from active duty on or before April 26, 2005, the period of coverage will begin on the date the member and the Service execute a DD Form 2895 or the first day following the date their TAMP period ends, whichever is later.
- c. The period of TRS coverage shall be equal to the number of whole years in the executed agreement between the Reserve component member and his or her Reserve component, as described in paragraph 3., above.
- d. Multiple periods of TRS eligibility based on separate periods of qualifying active duty in support of a contingency run concurrently. Eligibility periods are not cumulative.
- e. In the case of a member who would have otherwise been eligible but does not serve continuously on active duty for 90 days because of an injury, illness or disease incurred or aggravated while deployed in support of contingency operation, the period of TRS coverage will be one year, if the member elects to participate in the TRS program, and the member enters into an agreement, as specified in paragraph 3., above, to serve in the Selected Reserve for one year.
- f. In order to purchase coverage under TRS, eligible Reserve component members must also complete and submit the applicable TRICARE enrollment form and initial premium payment to the applicable TRICARE Regional Contractor no later than 30 days before their TRS coverage is to start. (Even if the member does not meet the deadline, the Service shall encourage members to submit completed forms with premium payments for the TRICARE Regional Contractors' consideration.)

6. Termination/Suspension:

- a. TRS coverage shall terminate upon separation or transfer from the Selected Reserve, or failure to make a premium payment in a timely manner as determined by the Assistant Secretary of Defense for Health Affairs.
- b. TRS coverage is superseded by any other non-premium based TRICARE benefit for which the member and their family may become eligible. However, the period of TRS eligibility will not be suspended and will run continuously until it expires.
- c. TRS coverage will resume when the member's eligibility for other TRICARE benefits expires and will run until the TRS coverage expires, is otherwise terminated, or is again superseded.
- d. When a member disenrolls or no longer qualifies for TRS coverage, the member may not re-enroll unless recalled to active duty and the member qualifies for a new period of benefit based on another period of active duty in support of a contingency operation.
- e. A member who fails to execute an extension or re-enlistment for continued service in the Selected Reserve as agreed to in DD Form 2895 shall lose entitlement to TRS upon expiration of his or her current commitment or enlistment based upon the current qualifying period of active duty service. A subsequent enlistment will not reestablish eligibility for TRS unless the member performs another period of qualifying service.

7. Premiums: Reserve component members who purchase TRS coverage must pay a monthly premium for that coverage.

- a. The monthly amount of the premium in effect for a month of TRS coverage shall be equal to 28 percent of an amount the Assistant Secretary of Defense for Health Affairs, acting on behalf of the Secretary of Defense, determines to be reasonable for that coverage based on an appropriate actuarial basis. The initial premiums will be published in the regulation.
- b. Premiums should be paid directly by the member to the applicable TRICARE Regional Contractor.
- c. Failure to make a premium payment in a timely manner as determined by the Assistant Secretary of Defense for Health Affairs shall result in permanent disenrollment from TRS for the Reserve component member and the member's eligible family members based on the current qualifying period of active service duty. Enrollment will not be allowed unless the member qualifies for a new period of eligibility.
- d. Premiums will be reviewed annually and adjusted accordingly.

8. For Paragraph 1.d: USAR = AV; ARNG = AG; USAFR = FV; ANG = FG; USNR = NV; USMCR = MV; USCGR = CV.